

Up & Comers Awards

Terms & Conditions:

1.1 These are the general terms and conditions (“General Terms and Conditions”) which apply to any competition, prize draw or prize promotion which we may run, whether on our website(s), social media platform(s), on-air or otherwise (each is referred to as a “Promotion”).

1.2 These General Terms and Conditions may be amended from time to time, and you should check this page for changes.

1.3 Each Promotion will have its own specific rules (“Specific Rules”) and by entering a Promotion you agree to be bound by these General Terms and Conditions along with the applicable Specific Rules (together, the “Promotion Terms and Conditions”). Specific Rules might include entry instructions and any other details, rules or conditions relating to a particular Promotion, and might be published on our or our Promotion Partners’ website, social media platforms, or may be found in any other media which features a Promotion. If any Specific Rules conflict with these General Terms and Conditions, the Specific Rules will prevail.

1.4 In the Promotion Terms and Conditions, “we”, “us”, “our”, and “I.W.A.T” all mean Indulgence With A Twist Limited (registered company number: 11176695). Our address is Royal Victoria Dock, Western Gateway, London, England. E16 1BL.

2. Start and end date/time

2.1 Each Promotion will have a specified start date (i.e., as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials. All times will be based on UK time.

3. Entering a Promotion

3.1 Unless the Specific Rules specify a different geographic region or a different minimum age, each Promotion will be open to individuals aged 18 or over (at the time of entry) who are UK residents and are based in the UK at the time of entering the Promotion. For the avoidance of doubt, the Channel Islands and the Isle of Man are not considered to be part of the UK for the purposes of the Promotion Terms and Conditions.

3.2 Where a Promotion is open to individuals younger than 18, the age requirements for the Promotion will be specified in the Specific Rules. We reserve the right to request parental or guardian permission for such individuals to enter and may require a release form to be signed. *The Up & Comers Awards minimum age is 13 years old and must have specific parental permission to be involved – and proof sent to I.W.A.T. info@indulgencewithatwist.com*

3.3 Certain Promotions may have additional eligibility requirements, for example, they may be restricted to certain post codes. If applicable, these will be detailed in the Specific Rules.

3.4 To enter, you must follow the entry process for the Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements. We cannot guarantee entry for (and

accept no responsibility for) entries which are mis-spelt, corrupt or ineligible, or for entries which haven't reached us – for example, email, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason. Entries received outside of the opening and closing times of the Promotion will not be accepted.

3.5 When entering a Promotion, you must provide us with your real name. In accordance with the provisions at 8.3 below, we may publish your name, nearest geographical location and other details. If you do not want your real name to be disclosed to the wider public, please let us know in advance. If you fail to provide us with your real name, you may be disqualified, in our discretion, and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.

3.6 Unless otherwise specified in the Specific Rules, you may only enter once or vote once for each category (as applicable) for each Promotion and no bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods, for example, entries or votes from the same IP address, email address, postal address, telephone number, or similar or entries which we, in our sole discretion but acting reasonably, consider to be suspicious or fraudulent.

3.7 If you are ineligible to take part in the Promotion (e.g., because of age restrictions or previous exclusions), your entry cannot be transferred to anyone else. If we find out that you are ineligible to take part, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.

3.8 Unless otherwise specified there is no charge to enter a Promotion.

3.9 For any on-air Promotions, all timings including the closing time are as broadcast on the relevant station's FM broadcast frequency. If you are listening via an IP enabled device such as a smartphone or tablet, please remember that the stream can be slightly behind the FM broadcast due to differences in network speeds and/or the advertising we may serve to listeners on IP enabled devices and other factors. If a Promotion requires you to enter by a deadline dependent on an item in the broadcast (e.g. by the end of a song) we cannot take into account any delay from listening via an IP enabled device, and the deadline will be as on the FM broadcast. For podcasts and non-live broadcasts, note that the deadline will probably have passed, so check before entering. For Promotions broadcast on DAB (or other form of broadcast) only (i.e., that are not broadcast on FM as well), the timings will be as specified in the DAB or other broadcast, as applicable.

4. Winner selection/notification

4.1 For each Promotion, there will be only one grand prize winner unless otherwise specified in the Specific Rules.

4.2 Unless otherwise specified in the Specific Rules:

This will be done by either (a) an automated process of voting, or (b) a process which will be conducted or supervised by an independent person such as the competition adjudicators, or (c) such process as is explained in the Specific Rules. The winners will be selected by the general public or a panel of adjudicators that includes a minimum one independent in the case of a draw. The names of the independent adjudicator will be made available on request by writing to info@indulgencewithatwist.com – the adjudicators may vary with each competition, so please ensure you identify the relevant competition when making that request. However, for competitions that involve the selection of winners at random from a

pool of eligible entrants, such random selection will be conducted using a random computer process and voting system online.

4.3 If you win a prize:

4.3.1 we will notify you within the timeframe set out in the Specific Rules, (this will be no later than 28 days of the end date of the Promotion if no timeframe is set out in the Specific Rules); and

4.3.2 you will need to respond to this notification within the timeframe set out in the Specific Rules (this will be no later than 28 days following the date of our notification if no timeframe is set out in the Specific Rules) and follow the instructions provided to you. You will need to provide proof of your ID, age and address (and, in relation to on-air Promotions, we may also require proof that your voice matches that of the relevant entrant/winner). We will not be liable for any prizes which are lost, delayed, damaged or destroyed in transit.

4.4 If: (i) you are unable to provide us with a valid form of ID and/or proof of age or address; (ii) you provide us with incorrect or fraudulent information; or (iii) you fail to comply with any other instructions or time limits notified to you (including but not limited to the additional requirements with regards to a prize at 5.4 below), you will forfeit your right to the prize and we reserve the right to withdraw the prize and select another winner.

5 Prizes

5.1 The prize or prizes will be as described in the relevant Specific Rules. Imagery is for illustrative purposes only, and colours and other minor details may vary.

5.2 Each prize is subject to availability and is non-transferable, non-refundable and, (unless we offer it), no cash alternative is available.

5.3 We and our Promotion Partners will, of course, try to provide the prize as described and try to provide the prize within the timeframe set out in the Promotion Terms and Conditions. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. .

6.3 You guarantee to us that:

6.3.1 you own and control all of the rights in your entry, Submission and/or Other Content; your entry, Submission and/or Other Content is not in breach of any third-party intellectual property rights, moral rights, right to privacy, right to confidentiality etc., and you have the right to grant the rights set out in the Promotion Terms and Conditions.

6.3.2 you have obtained the prior written consent from anyone featured or mentioned in your entry, Submission and/or Other Content (and in the case of children under the age of 18 and you have obtained the consent of the relevant child's parent/guardian).

6.3.3 your entry, Submission and/or Other Content does not violate any applicable law or regulation or codes of good practice.

6.3.4 your entry, Submission and/or Other Content does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court.

6.3.5 your entry, Submission and/or Other Content will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar.

6.3.6 you will reimburse us for any loss, damage or liability arising out of a breach of your guarantees set out above.

6.4 You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.

6.5 Unless otherwise stated, your entry, Submission and/or Other Content will not be returned to you.

10 Data Protection

10.1 Your personal data, and the personal data of any guest(s)/travel companion(s) that you or they provide to us, will be collected and processed by us, the Promotion Partners named in the Specific Rules, as well as the prize providers, and if applicable, our service providers, network operators and suppliers in order to administer and fulfil the Promotion. Your personal data may also be disclosed to the Phone-paid Services Authority, and the Advertising Standards Authority at their reasonable request for regulatory purposes, for example, in order to prevent, investigate and detect crime, fraud or anti-social behaviour and comply with law enforcement agencies and applicable advertising codes.

10.2 We may hold your personal data for a period of 2 years in order to comply with our regulatory obligations.

10.3 You may be asked if you want to opt-in to marketing from us or our Promotional Partners when you enter a Promotion. If you choose to opt-in, we and/or our Promotional Partners (as applicable) will use your personal data for marketing purposes (see our Privacy Policy for more details). You can opt out at any time.

10.4 We, the Promotion Partners and the prize providers may transfer and process personal data outside of the EEA and UK for the purposes of administering the Promotion.

10.5 By entering a Promotion, you acknowledge that any personal data provided by you in connection with the Promotion will be processed as set out above and in accordance with our Privacy Policy, which sets out full details of how we process personal data and how you can exercise your rights as a data subject. Please ensure you have read and understood our Privacy Policy before entering any Promotion.

10.6 You may request the removal of your personal details from our database by contacting info@indulgencewithatwist.com. If you request that your personal details, be removed prior to the conclusion of a Promotion, you will forfeit your right to enter the Promotion and/or claim any prize and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.

10.7 If you are required to submit a guest(s)/travel companion(s) personal data to enter a Promotion, you must ensure that your guest(s)/travel companion(s) have given you consent to provide us with their personal data.

11 Liability

11.1 Your entry or participation in Promotion and/or prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you

are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Promotion and/or prize. If you have a disability, please make this clear to us when you claim the prize, so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.

11.2 If we consider in our reasonable opinion or have grounds to suspect that:

11.2.1 you or your entry are in breach of the Promotion Terms and Conditions.

11.2.2 you or any third party have cheated, deceived or engaged in fraudulent or unsporting conduct of any kind (including but not limited to, manipulating a Promotion, choice of prize winner(s) or any entry).

11.2.3 you or your guest(s)/travel companion(s) conduct yourselves in a way which is abusive, or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way)

without limiting the options available to us, you may be disqualified, and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable. You agree that you have not done anything and will not do anything which is likely to bring us or any of our Promotion Partners or prize partners into disrepute or which might adversely affect our reputation or the Promotion. Entries deemed by us to be rude, offensive, defamatory, illegal or condoning dangerous behaviour will be removed from the Promotion. If you are disqualified for any reason, you will not be compensated, and you may be required to pay any costs incurred.

11.3 Save that nothing in the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the Promotion Partners and any prize providers): (i) shall have no liability in relation to any act or omission of any third party; and (ii) exclude all liability to you and anyone else for any claims, costs, losses, including indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g., an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.

11.4 Save that nothing in the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, in no event will our and/or the Promotion Partners' total aggregate liability to you exceed the cost of the prize in the relevant Promotion.

11.5 We make no representation, warranty or guarantee in relation to prizes provided and, subject to the provisions set out at 11.3 and statutory rights which cannot lawfully be waived, we will have no liability to you in relation to any prize, its fitness for purpose or otherwise.

11.6 Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram, YouTube or TikTok). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to us only, and not to any social media platform.

11.7 We cannot guarantee that the services or systems for entering the Promotion will be free from omissions or errors. Subject to the above, we do not accept any liability in relation to such services or systems.

12 Other rules

12.1 We reserve the right to withdraw or amend any Promotion, prize and/or the Promotion Terms and Conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control (including but not limited to strikes, labour dispute, illness, act of God, natural disaster, adverse weather conditions, actual or threatened pandemic or epidemic, disease or quarantine and/or any corresponding governmental action, guidance and/or ruling, damage, fire, flood and/or storm, compliance with law or governmental order.) or if there has been a broadcasting or printing error. If, due to any of these circumstances, we are unable to fulfil a prize or perform any of our obligations under the Promotion Terms and Conditions, then we shall not be in breach of the Promotion Terms and Conditions. Any changes will be posted here and/or on our website.

12.2 You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Promotion or prize.

12.3 In the Promotion Terms and Conditions and any promotional materials, examples are given to help illustrate some terms; they are not exhaustive and do not limit those terms in any way.

12.4 In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.

12.5 The Promotion Terms and Conditions, including any additional terms and conditions which are expressly incorporated into the Promotion Terms and Conditions, represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the Promotion Terms and Conditions does not affect the remainder of the Promotion Terms and Conditions, which will remain in full force and effect. The Promotion Terms and Conditions do not create any right or benefit enforceable by any third party.

12.6 The Promotion, and the Promotion Terms and Conditions, are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.

12.7 For all enquiries in relation to a Promotion or the Promotion Terms and Conditions, please contact info@indulgencewithatwist.com. In all correspondence, please state the name of the Promotion and the name of media platform which promoted it.